



WHITTEMORE

Community, Culture & Conservation

**Friends of Whittemore Community Garden  
Application and Plot Agreement**

Name of Primary Gardener: \_\_\_\_\_

Name(s) of Secondary Gardeners: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ (Landline/Cell)

\*Email: \_\_\_\_\_

*\*Email is our primary method of communication, so please check your email regularly. If you do not have email, please let us know so alternate means of communication can be arranged.*

Please reserve \_\_\_\_ 12' x 12' plot(s), which will be available to me by May 1st, 2019.  
\$30 for members, \$35 for non-members, per plot and I have enclosed my check for \_\_\_\_\_ made payable to *Friends of Whittemore, Inc.*

I understand that plots will be assigned on a first come, first serve basis, with priority being given to current members of Friends of Whittemore. I have read and agree to abide by the rules established for the FOW Community Garden. I understand that failure to comply with these rules will be justification for revoking by gardening privileges, including losing access to my plot and produce.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Please mail your completed Application, signed Garden Rules, and Release form, along with your check to:*

**Friends of Whittemore, Inc.  
ATTN: Community Garden  
P.O. Box 26  
Oldwick, NJ 08858**



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**Friends of Whittemore (FOW) Community Garden  
Release of all Claims**

I, \_\_\_\_\_, am a participant in the FOW Community Garden. As a prerequisite to participation in the FOW Community Garden, I agree to the following:

1. I am aware of and willingly assume, both on my own behalf and on behalf of anyone who joins me, the risks and hazards that may arise through participation in the FOW Community Garden, and assume any expenses and liabilities that I or my guests may incur in the event of an accident, illness, or other incapacity that occurs because of my participation in the FOW Community Garden.
2. In consideration of being granted the opportunity to participate in the FOW Community Garden, I, for myself, my executors, administrators, agents, and assigns do hereby release and forever discharge the Friends of Whittemore, Inc., its officers, volunteers, other gardeners, and the Township of Tewksbury from all claims of damages, demands, and any actions whatsoever, including those based on negligence, in any manner arising out of my participation in this activity. I understand that this Release means that, among other things, I am giving up my right to sue for any such losses, damages, injury, or costs that I or my guests may incur.

I represent and certify that I am at least 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has read and signed this form. I have read this entire Release, fully understand it, and I agree to be legally bound by it. If I choose to bring my children or wards to the garden, I understand that the liability waiver applies also to them.

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Signature (if Minor)

\_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Printed Name (if Minor)

\_\_\_\_\_ Date \_\_\_\_\_



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## Friends of Whittemore (FOW) Community Garden Rules

The FOW Community Garden is for members to enjoy the experience of gardening and community. The garden grounds are owned by the Township of Tewksbury.

1. The FOW Community Garden is open dawn until dusk, seven days a week. Gardeners must close both the garden fence and the exterior fence to make sure that deer do not get into the garden.
2. Plots may be worked during the extended planting season, May-October. Unless told otherwise by the FOW, all plant material and garden supports, etc., must be removed at the end of each planting season.
3. Unattended watering is not permitted. Water will be available from a hose at the front and rear of the house. Gardeners must provide their own means of bringing water to their plots (except the FOW provided hoses). Gardeners are expected to make sure the water is turned off and the hose put back before they leave the area.
4. The Friends of Whittemore may choose to provide benches, composting bins, storage, birdhouses and other items for communal use and enjoyment. These may not be moved or changed without express permission of the FOW.
5. Only certified organic compost, mulch, pesticides, herbicides, and other materials shall be used.
6. Each gardener agrees to keep weeds to a minimum (<12" tall), remove trash and litter, and work with other gardeners to maintain the walkways. Gardeners may not leave anything in the walkways (except when they are working on their plots). Gardeners may not keep items like chairs, sundials, rain barrels, etc. in their gardens or in any part of the community garden area. In a case of non-compliance, FOW will notify the gardener that they have two weeks to clean up or forfeit their garden privileges.
7. Gardeners will not shade neighboring plots and they must restrict growth of their plants to their own plots.
8. Gardeners will only harvest from their own plots.
9. Gardeners agree to notify FOW if they are no longer able to tend to their plot(s), or if they will be absent for an extended period of time. Gardeners are responsible to make arrangements for the maintenance of their plot(s) in their absence.
10. Organic garden waste should be placed in the composting bin and weeds in the wire bin provided. Non-organics and plants that appear to be diseased should be placed in garbage bags and disposed of. Gardeners shall keep the area clean.
11. No pets of any kind are allowed in the garden, except for service animals. Children must be closely supervised by a parent or guardian and kept out of neighboring plots.
12. Smoking and the use of alcohol are prohibited in the garden.
13. Vehicles will not be driven or parked on the grass.

*I agree to comply with all the above stated rules. I further agree to respond within one week to any email regarding non-compliance with the foregoing rules with a plan for rectification. If I fail to respond or am unable or unwilling to address the non-compliance issues, I agree to forfeit my plot and all that is in it.*

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_